



AFTER THE EVENT BOND

Type of Legal Claim: RTA HDR PPI Plevin PCP

BOND PRINCIPAL: LEGAL REPRESENTATIVE:

Consumers Rights Solicitors
1st Floor, Lloyds House, Lloyds Street
Manchester, England M2 5WA

SURETY:

Talisman Surety & Fidelity Company, Inc.
2500 McGee Dr., Ste. 140
Norman, OK 73072

OBLIGEE: (CLAIMANT):

Each Legal Representative's Client covered under each individual
Bond as listed in Attachment A

OPPONENT:

Each Obligee's Opponent associated with each individual Bond
as listed in Attachment A

SOLICITOR FILE #: see Attachment A

BOND START DATE: 11/23/2022

BOND EXPIRY DATE: Refer to Period of Bond in the
ATE Bond wording

LIMIT OF INDEMNITY:(For all PCP Claims the following Limits of Indemnity will apply)

Tier 1- Small Claims Track for Legal Claims of up to £2,000
- A Maximum Limit of Indemnity of £1,000 in aggregate .

Tier 2 - Small Claims Track for Legal Claims between
£2,001 and £10,000 -A Maximum Limit of Indemnity of
£2,000 in aggregate.

Tier 3 - Fast Claims Track for Legal Claims over £10,000 -
A Maximum Limit of Indemnity of £25,000 in aggregate.

PREMIUM DUE DATE: The premium will be due and
payable on one or both of the Bond Start Date, and the
Bond Expiry Date

[If a Legal Claim transfers from Small Claims Track to Fast Claims Track
or vice versa, then the Maximum Limit of Liability will change
accordingly.]

BOND PREMIUM:

The following Bond Premium will be due and payable

Tier	Bond Due at Start date	Bond Due at Expiry Date
Tier 1	£ 50.00	Nil
Tier 2	£ 50.00	£ 100.00
Tier 3	£ 50.00	£850.00

[If a Legal Claim transfers from Small Claims Track to Fast Claims Track or
vice versa, then the Amount Due on Bond Expiry Date will change
accordingly.]

AUTHORIZED INTRODUCER:

Woodville Consultants No. 2 Ltd (“Woodville”)
Unit 16 Eastway Business Village, Oliver’s Place Fullwood,
Preston. PR2 9WT

SURETY: Talisman Surety & Fidelity Corporation

(Corporate Seal)

Signature: 

Name Jeffrey Keast

Title: Attorney in Fact





INDEMNITY:

This Bond will indemnify the Obligee up to the Limit of Indemnity, on each Bond listed in Attachment A, subject to the terms, conditions, exclusions and limitations of this Bond, for Opponent's Costs and Disbursements in the event the Obligee's Legal Claim against the Opponent is unsuccessful. **This Indemnity will not cover the defense of any claim, counterclaim or action brought against You as specified in the Exclusions section.**

LIMIT OF INDEMNITY:

On each Bond as listed in Page 1, up to a maximum of £25,000 (twenty-five thousand pounds) in the aggregate. This Bond will NOT pay in excess of the limit of indemnity under any circumstances.

OBLIGEE:

You, Your, the Claimant as listed on page 1 of this Bond and as associated with each Bond as listed in Attachment A.

PERIOD OF EACH BOND:

Effective from: Bond Start Date as listed on page 1 of this Bond.

Expiry Date: The earlier of 18 months from the Effective Date or when either:

1. You or Your Legal Representative advise the Surety that Your Legal Claim was concluded and Successful; or
2. You or Your Legal Representative advise the Surety that the Your Legal Claim was concluded but Unsuccessful; or
3. You or Your Legal Representative advises the Surety that the You have withdrawn the Legal Claim; or
4. the Conditional Fee Agreement or Damage Based Agreement is terminated; or
5. the Surety gives You or Your Legal Representative notice that the cover under this Bond is withdrawn or cancelled, whichever is the earliest.

DEFINITIONS:

BONDED EVENT:

This is the incident that has led to the Legal Claim.

BONDED CLAIM:

A valid loss under each Bond listed in Attachment A. The valid loss for all Legal Claims settled via the Small Claims Track will be limited to the amount of the Lender Financing for each Legal Claim.

BROKER/ADMINISTRATOR:

Ramon International Insurance Brokers Ltd, Lloyd's Broker 69
Leadenhall St.
London, EC3A 2DB

LEGAL CLAIM:

As stated in the ATE Bond Addendum, is the legal action brought by You as the Claimant, against the Opponent for Damages, in which Your Legal Representative has agreed to represent You within the terms of a Conditional Fee Agreement or Damage Based Agreement.

A Legal Claim does not include the defense of any claim, counterclaim or action bought against You as specified in the Exclusions section.

CONDITIONAL FEE AGREEMENT OR DAMAGE BASED AGREEMENT:

A valid and binding agreement between You and Your Legal Representative that details the payment for their professional fees in representing You on the Legal Claim for the duration of this Bond. The Surety reserves the right to have a detailed summary of these fees. This agreement must remain in full force and effect throughout the Period of Bond.

DAMAGES:

This is the money that a court says Your Opponent must pay to You or the money Your Opponent agrees to pay to You to settle Your Legal Claim.

DISBURSEMENTS:

As listed under the Cover section herein.

LEGAL REPRESENTATIVE:

The solicitor, attorney or other regulated lawyer appointed by You and approved by the Surety and referenced on page 1 of this Bond.

OPPONENT:

The individuals, Governments, companies, or organizations as listed on page 1 of this Bond from whom You are claiming Damages.



OPPONENT'S COSTS:

As listed under the Cover section herein.

PREMIUM:

As specified on page 1 of this Bond. You will be liable for the Premium plus any taxes that may be due or may become due. Your Legal Representative will advise You in this matter.

SUBROGATION:

You will allow the Surety to recover, in Your name, any payments made under this Bond. You will assist the Surety in any way possible and requested by The Surety in this pursuit.

SUCCESSFUL:

This means You agree and accept a settlement with Your Opponent or the court makes a judgement against Your Opponent and in Your favor and orders Your Opponent to pay You any costs or Damages.

ATE BOND ADDENDUM:

As attached to this Bond.

ATTACHMENT A:

A listing of individual Bonds covered by this Bond document. Each Bond as listed in Attachment A is considered separate. No Bond covering a Legal Claim shall be considered jointly with another Bond covering a different Legal Claim.

UNSUCCESSFUL:

If the court issues a judgment against You and dismisses Your Legal Claim or You withdraw Your Legal Claim on the advice of Your Legal Representative.

COVER:

COVERAGE RECEIVED UNDER THIS BOND:

The Surety agrees to indemnify You under this Bond for the Schedule of Cover below, subject to the terms, conditions, exclusions, amendments, and limitations of this Bond, and subject to:

- A. You either having paid the Premium or having agreed to pay the Premium in accordance with the "Premium" listed on page 1 of the Bond; and
- B. You having provided Your Legal Representative with full information and disclosure with regards to Your Legal Claim; and
- C. You having entered into a Conditional Fee Agreement or a Damage Based Agreement.

SCHEDULE OF COVER:

The Surety will pay to Your Legal Representative, up to the Limit of Indemnity as stated on page 1 of this Bond, the following costs:

- a. **OPPONENT'S COSTS WHICH INCLUDES:**
 - i. The Opponent's Costs that You are ordered to pay by a court pursuant to a judgement against You;
 - ii. Opponent's Costs that a court orders You to pay if the Damages awarded to You are less than Your Opponent has offered You to settle the Legal Claim;
 - iii. Your Opponent's Costs that a court orders You to pay or You agree to pay if , with prior notifications to the Surety, You and Your Legal Representative agree not to continue with the Legal Claim, abandon the Legal Claim or settle the Legal Claim;
 - iv. Interim costs, that a court orders You to pay to Your Opponent, during the Period of the Bond.
- b. **DISBURSEMENTS WHICH INCLUDES:**
 - i. Those costs which Your Legal Representative has reasonably and properly incurred, if either:
 - (a) Your Legal Claim is Unsuccessful; or
 - (b) Your Legal Claim is Successful but You are ordered to pay some or all of Your Opponent's Costs. This Bond will only cover those costs which relate directly to the events for which Your Opponent's Costs are awarded against You and which are incurred during the Period of the Bond.

- (ii) The reasonable cost of obtaining advice from barrister/counsel where Your Legal Representative, with Your authority, obtains advice from a barrister/counsel because Your Legal Representative advises You that its interest in relation to Bonds that it has arranged or may arrange in the future with the Surety materially conflict with Your interests, and that a part or all of the costs of the barrister/counsel cannot be recovered from Your Opponent.

Disbursements listed in (i) (a) and (i) (b) do not include:

- 1) Barrister/counsel's fees where the barrister/counsel was willing to work on Your Legal Claim for terms substantially set out in the Bar Council's standard or recommended conditional fee arrangement;
- 2) any type of success fee for Your counsel/barristers;
- 3) Any commission or payment payable for the benefit of Your Legal Representative, or any associated person or organisation, as a result of that Disbursement in (1) being incurred.

c. SMALL CLAIMS TRACK:

The costs and disbursements for all Legal Claims settled via the Small Claims Track will be limited to the amount of Lender Financing for each Legal Claim.

Opponent's Costs and Disbursements in the aggregate CANNOT at any time exceed the Limit of Indemnity as referenced on page 1 of the Bond.

COVERAGE TERMS AND CONDITIONS:

The Surety's liability, Coverage, and payment of any Bonded Claim under this Bond will be conditional upon the following:

- A. A valid and binding Conditional Fee Agreement or Damage Based Agreement must be in full force and effect throughout the Period of the Bond;
- B. The Surety will be entitled to, upon written request to You or Your Legal Representative, to take over the Legal Claim and to pursue the Legal Claim in Your name or otherwise and take any action that the Surety deems necessary to limit or recover any loss under this Bond. You and Your Legal Representative will give the Surety any and all information and assistance requested by the Surety;
- C. You and Your Legal Representative must comply with all of the terms, conditions, exclusions and limitations of this Bond;
- D. You and Your Legal Representative must notify the Surety prior to acceptance of any offer or settlement or payment into court with copies, if received in writing, together with the opinion of Your barrister/counsel. You must accept any offer or settlement which following the opinion of Your Legal Representative and/or barrister/counsel or the Surety is acceptable. Failure to do so will result in the Surety not having to pay under this Bond;
- E. You must at all times follow the advice of Your Legal Representative;
- F. You must provide to Your Legal Representative any assistance, information, authorisation that it may reasonably request in pursuit of Your Legal Claim;
- G. You must ensure that any all information provided to Your Legal Representative is accurate and provided promptly and within the time period set by Your Legal Representative or a court ruling or order, and that You do not do anything that could harm Your Legal Claim;
- H. You must not attempt settlement of Your Legal Claim without involving Your Legal Representative;
- I. You must cooperate fully with Your Legal Representative and the Surety;
- J. You must allow the Surety access to all reports and opinions (including adverse reports, whether relied on or not) that the Surety may request including Your Legal Representative's file;
- K. You must attend, when required to do so, the following:
 - i. all appointments with Your Legal Representative and/or barrister/counsel;
 - ii. any court hearings;
 - iii. all medical examinations;
 - iv. anything your Representative advises You to attend.
- L. You and/or Your Legal Representative will Advise the Surety immediately if Your Legal Representative ceases to act for You or is unable to act for You for whatever reason during the Period of The Bond;
- M. You will instruct Your Legal Representative to provide us with updates on the progress of Your Legal Claim when requested in writing;
- N. You must instruct Your Legal Representative to advise the Surety of:
 - i. Any failure by You to cooperate in the conduct of the Legal Claim and provide whatever was requested which incurs any unreasonable expense;
 - ii. A trial date or final hearing;



- iii. The outcome of any trial or hearing and whether Your Legal Claim is Successful or Unsuccessful;
- iv. The discovery of any material fact which may affect Your prospects of a Success;
- v. Discontinuance or conclusion of Your Legal Claim.

O. You and Your Legal Representative must take every reasonable step to keep the costs payable under this Bond as low as possible.

Failure to comply with the above terms and conditions may result in the immediate cancellation of this Bond from the Effective Date without any liability attaching to or incurred by the Surety with Premium being forfeited by You.

WARRANTIES:

You and Your Legal Representative warrant that the Legal Claim covered under this Bond does not in any way have anything to do with or related to:

- 1. A partner, business or in another capacity, employee, consultant, officer member, client, spouse, parent, grandparent, child, grandchild, sibling or any other blood or other relationship of Yours or Your Legal Representative, that could cause a conflict of interest;
- 2. A Legal Claim falling within the jurisdiction of the Criminal Injuries Compensation Board.

Failure to disclose may result in the immediate cancellation of this Bond from the Effective Date without any liability attaching to or incurred by the Surety. In the event this Bond is cancelled the Premium will be forfeited by You.

EXCLUSIONS:

This Bond will not cover the following under any circumstances:

- 1. Anything not related to the Bonded Event and Legal Claim;
- 2. Anything relating to the interest of anybody other than You;
- 3. Any Legal Claim arising from any criminal act or omission by You including but not limited to drug, alcohol or pharmaceutical related;
- 4. If any event giving rise to the Legal Claim was caused by You;
- 5. If You or Your Legal Representative fail to act on any reasonable instructions and recommendations given by the Surety;
- 6. Anything dealt with on the Small Claims Track unless specified in the ATE Bond Addendum;
- 7. Any fees or expenses incurred by Your Legal Representative prior to the Effective Date under this Bond;
- 8. Any fees or out of pocket expenses (excluding Disbursements) incurred by Your Legal Representative while pursuing this Legal Claim;
- 9. Costs, Opponent's Costs, Disbursements that can be recovered under any other insurance policy;
- 10. Any Legal Claim for which Your Opponent is uninsured unless Your Legal Representative believes Your Opponent to have sufficient means to satisfy any judgement made against them;
- 11. Costs for any application for pre-action or pre-Legal Claim disclosure, where some or all the disclosure sought was granted;
- 12. Any costs or expenses incurred by You in providing the Surety with any requested information;
- 13. Any, all or part of Your Opponent's Costs and Disbursements which are increased or caused by You and/or Your's Legal Representative's;
 - a. Action or inaction, negligent conduct;
 - b. Taking any inappropriate procedural steps;
 - c. Failing to give proper and reasonable instructions and giving improper and unreasonable instructions;
 - d. Failure to observe the Coverage Terms and Conditions.
- 14. Any Legal Claim within the jurisdiction of the Criminal Injuries Compensation Board;
- 15. Any Bonded Claim to do with or arising from:
 - a. disease, epidemics, pandemics, pestilence;
 - b. additional costs arising from the death or incapacity of the judge, or any member of the tribunal or arbitral panel;
 - c. war, invasion, riot, revolution, insurrection ora similar event;
 - d. ionising radiation or radioactive contamination from nuclear fuel or from nuclear waste arising from the combustion of nuclear fuel;
 - e. the radioactive, toxic explosive or other dangerous properties of any nuclear assembly or nuclear component of that equipment;

- f. pressure waves caused by aircraft or other aerial devices.
- 16. Any costs or fees incurred before the Period of the Bond or after the expiry of the Period of the Bond unless agreed in writing by the Surety;
- 17. The defence of any claim or counterclaim bought against You.

THIRD PARTY:

Neither this Bond or any agreement attached or issued pursuant to this Bond will confer any benefits on any third parties other than the Lender under Lender Financial section of the attached ATE Bond Addendum for Payment Protection Insurance Plevin Legal Claims.

COMPLIANCE:

The Surety's liability under this Bond is conditional on You and Your Legal Representative complying with the terms and conditions of Bond.

Where the terms of this Bond conflict with any provisions of the Consumer Insurance (Disclosures and Representations) Act of 2012, or the Insurance Act of 2015, then the terms of this Bond shall apply but only to the extent permissible under those acts.

CANCELLATION & TERMINATION:

This Bond will be terminated immediately upon:

- 1. Discovery of fraud and/or Material Misrepresentation and/or Omission.
- 2. If either You or Your Legal Representative breach the terms and conditions of this Bond.

The Premium will be forfeited by You under these circumstances.

NOTICES:

All notices under this Bond will be emailed to the following email addresses
to Surety: tcicunderwriting@outlook.com
to Broker: claimtate@ramon.co.uk
to Authorized Introducer: annmarieb@wclate.com

DATA PROTECTION AND STORING OF INFORMATION:

The Surety and the Broker/Administrator may maintain all risk, Legal Claim and Bonded Claim data and information files and documents related to the Legal Claim electronically and where done so these files and documents shall be regarded with the same legal effect as the original files and documents.

SANCTIONS: The Legal Representative will perform due diligence on the Claimant prior to agreeing to act on the Claimant's behalf. The due diligence must include Anti-Money Laundering, Anti-Bribery and Corruption, Sanctions and Politically Exposed Persons checks as required by law.

LAW AND JURISDICTION:

This Bond will be governed by the laws of England and Wales.

ARBITRATION:

If there is a dispute between You and the Surety, the matter may be referred to an arbitrator on whom both You and the Surety will agree. If both parties cannot agree on a single arbitrator, then one appointed will be nominated by the Law Society. The arbitration shall be conducted in English and other than in exceptional circumstances the dispute will be resolved on the basis of a written submission. The cost of the arbitration shall be paid by the party against whom the decision is made.

FRAUD:

This Bond will not pay any fraudulent Bonded Claims under any circumstances. The Premium will be forfeited You under these circumstances.

AMENDMENTS AND ALTERATIONS:

Any amendments or alterations to this Bond will require them to be in written form and signed by the Surety.



**AFTER THE EVENT (ATE) BOND ADDENDUM FOR PERSONAL
CONTRACT PURCHASE ("PCP") LEGAL CLAIMS**

This ATE Bond Addendum forms a part of the ATE Bond ("Bond") and as such must be read together as one agreement.

LEGAL CLAIM:

The Legal Claim bought by the Claimant under this Bond must be if a loss has arisen out of and from the Bonded Event for which the Legal Representative has agreed to represent the Claimant subject to a Conditional Fee Agreement or Damage Based Agreement and subject to the terms, conditions, limitations and exclusions of the Bond.

The Legal Claim can only be bought to the courts of England and Wales.

BONDED EVENT:

You were mis-sold a motor finance product and undisclosed commissions were paid by the Finance Provider to the Dealer/ Broker under a motor finance loan agreement ("Loan Agreement") between You and the Finance Provider which has given rise to an unfair relationship under s140A of the Consumer Credit Act 1974 or is in breach of the FCA Handbook.

Your Legal Claim, which is covered by this ATE Bond, for undisclosed and unfair commissions OR breaches of the FCA Handbook only and paid by the Finance Provider to the Dealer/Broker must be confirmed by a fully compliant Part 35 Financial Breach report; OR a financial calculation and assessment to determine the case is valid. The Loan Agreement must have been for motor finance.

SPECIAL CONDITIONS:

In addition to the terms, conditions, limitations and exclusions listed in the Bond, the following Special Conditions will apply and must be complied with:

1. You must be a UK resident;
2. You must have been 18 years of age on the day you signed Your Loan Agreement with the Finance Provider;
3. A fully compliant Part 35 Financial Breach report performed by an expert, qualified entity or person must have been received by the Legal Representative;
4. Your Legal Claim must be allocated to Small Claims Track, Fast Track or Multi Track;
5. The Legal Representative must assess the Legal Claim and must ensure that at all times the prospects of success are more than 51% in favour of the Claimant;
6. The Legal Representative must ensure that the Claimant's Damages are sufficient to meet:
 - (a) 100% of irrecoverable disbursements/costs including but not limited to any loan plus interest;
 - (b) Three times the amount of the Premium
7. Prior to the Bond Start Date and pursuing any Legal Claim and accruing any costs, the Legal Representative must ensure that the Opponent has either:
 - (a) A valid insurance policy to cover the Claimant's Damages; or
 - (b) Substantial assets to meet and pay the Claimant's Damages.
8. A report or calculation performed by an expert and qualified person or entity, if applicable, detailing the breaches of CONC;
9. The Legal Representative must have obtained a written statement from the Claimant that they were unaware of the commission charges or the level (quantum) of commission charges incurred on the Loan Agreement arising from any undisclosed commissions paid by the Finance Provider to the Dealer/Broker;
10. Claimant must be prepared to participate in court proceedings;
11. The Opponent must be authorised and regulated by the FCA;
12. The Opponent must be domiciled in the UK.

In addition to Coverage Received Under This Bond section of the ATE Bond, the following will be covered:

1. All Legal Claims on small, fast or multi track.

LENDER FINANCING:

In the event that the Legal Representative has received financing from a Lender then this Bond will only pay a maximum of the net amount due to the Lender subject to:

1. The Legal Claim being Unsuccessful;
2. The Legal Representative having 90% of its PCP Claims funded at all times.

ADDITIONAL EXCLUSIONS:

In addition to the Exclusions listed in the Bond the following are also excluded under the Bond unless agreed in writing by the Surety prior to the Bond Start Date:

1. Test cases, group actions or claims pursued under a Group Litigation Order;
2. Appeals;
3. Any costs or disbursements that are incurred under any other court other than the courts of England and Wales;
4. Your barrister/counsel fees where they have acted under a CFA or DBA agreement.

END OF ATE BOND ADDENDUM

POWER OF ATTORNEY

Attorney – In Fact No. **0002**

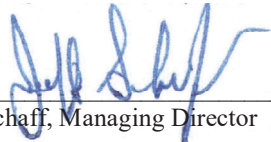
Certificate No. **950024142 thru 950025041**

KNOW ALL MEN BY THESE PRESENT: The **Talisman Surety & Fidelity Company, Inc**, a Oklahoma Company, does hereby appoint

Jeffrey Keast Attorney in Fact

Its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertaking and other documents of similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS THEREOF, TALISMAN SURETY & FIDELITY COMPANY, INC have executed and attested these presents this 24th day of June, 2022.



Jeff Schaff, Managing Director



Jeffrey Keast, Attorney in Fact

Extract from the Unanimous Written Consent #1 of **TALISMAN SURETY & FIDELITY COMPANY, INC**

RESOLVED, that the Bylaws of the Company are amended to add the following Section 6.10:

Section 6.10 – FIDELITY AND SURETY BONDS. The Managing Director, any Director, the President, the Secretary, and any Assistant Managing Director appointed for that purpose by the officer in charge of surety operation, shall each have the authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile (electronically). On any instrument conferring such authority or on any bond or undertaking of the company, the corporate seal must be impressed or affixed in a manner so as to be a raised seal.

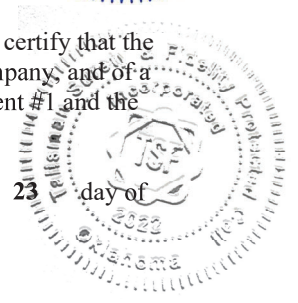
[Extract from the Unanimous Written Consent #1 of TALISMAN SURETY & FIDELITY COMPANY, INC dated 06/22/2022]

On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

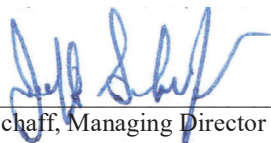
- (i) The provision of Section 6.10 of the Unanimous Written Consent #1, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect, the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof.



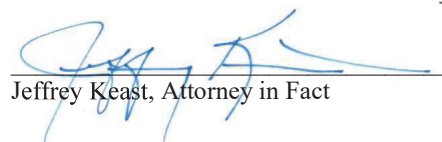
I, Jeff Schaff, Managing Director of **TALISMAN SURETY & FIDELITY COMPANY, LLC**, do hereby certify that the foregoing extracts of the Unanimous Written Consent #1, a Resolution of the Board of Directors of the company and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the Unanimous Written Consent #1 and the Resolution and the Power of Attorney are still in full force and effect.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said company this **23** day of **November, 2022**

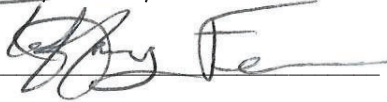


Jeff Schaff, Managing Director



Jeffrey Keast, Attorney in Fact

On November 23, 2022, Jeffrey Keast, being by me duly sworn, did depose and say that he is an Attorney-in-Fact of Talisman Casualty Insurance Company, LLC described in and which executed the within instrument; that he knows the corporate seal of said company; that the seal affixed to the within instrument is such corporate seal, that he authorized the use of his electronic signature, and that he signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors said company and by authority of this office under the Standing Resolutions thereof.

Signed: 

Notary

